

**GENERAL PROVISIONS
FOR
FIXED PRICE ORDERS (DOE)**

This contract incorporates the following articles by reference, with the same force and effect as if they were printed in full text. The revision of each article will be the one in effect on the date of submission of your proposal. To purchase a copy of the Department of Energy Acquisition Regulations (DEAR-CFR Title 48, Chapter 9) contact the U.S. Government Printing Office, Superintendent of Documents, Mail Stop: SSOP, Washington, D.C. 20402-9328.

For purposes of this order, where the article says "Government", change it to read "Bettis"; where the article says "Contracting Officer", change it to read "Buyer"; and when the article says "Contractor" or "Subcontractor", change it to read "Seller".

Based on the stated provisions, Seller is to determine what articles must be inserted in its subcontracts and purchase orders to implement its obligations to Bettis and the Government, and must implement them in its lower-tier subcontracts and purchase orders.

<u>ARTICLE</u>	<u>REFERENCE</u>
ADDITIONAL DATA REQUIREMENTS (RESEARCH AND DEVELOPMENT ORDERS)	FAR 52.227-16
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (>\$10K)	FAR 52.222-36
ANTI-KICKBACK PROCEDURES (>\$100K)	FAR 52.203-7
AUDIT AND RECORDS-NEGOTIATION (>\$100K)	FAR 52.215-2
AUTHORIZATION AND CONSENT (With Alt. I)	FAR 52.227-1
BANKRUPTCY (>\$100K)	FAR 52.242-13
BUY AMERICAN ACT-SUPPLIES	FAR 52.225-1
CHANGES-FIXED PRICE (Delete Para. (e))	FAR 52.243-1
CLASSIFICATION/DECLASSIFICATION	DEAR 952.204-70
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (>\$100K)	FAR 52.222-4
COST ACCOUNTING STANDARDS (>\$500K)	FAR 52.230-2
- ADMINISTRATION OF COST ACCOUNTING STANDARDS (>\$500K)	FAR 52.230-6
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (Delete reference in paragraph f to the Disputes Article)	FAR 52.249-8
DEFINITIONS	FAR 52.202-1
DISPLACED EMPLOYEE HIRING PREFERENCE (>\$500K)	DEAR 952.226-74

FORM 73495**06/03**

<u>ARTICLE</u>	<u>REFERENCE</u>
DUTY-FREE ENTRY	FAR 52.225-8
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (>\$10K)	FAR 52.222-37
EQUAL OPPORTUNITY	FAR 52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (>\$10K)	FAR 52.222-35
FACILITIES CAPITAL COST OF MONEY	FAR 52.215-16
FEDERAL, STATE, AND LOCAL TAXES	FAR 52.229-3
GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (>\$100K) - SHORT FORM (FOR GOVERNMENT FURNISHED PROPERTY <\$100K)	FAR 52.245-2 FAR 52.245-4
GRATUITIES (>\$100K)	FAR 52.203-3
INSPECTION OF SUPPLIES--FIXED-PRICE	FAR 52.246-2
INSPECTION OF SERVICES--FIXED-PRICE	FAR 52.246-4
INTEREST	FAR 52.232-17
LIMITATION OF LIABILITY (>\$100K)	FAR 52.246-23
LIMITATION OF LIABILITY - HIGH VALUE ITEMS (>\$100K)	FAR 52.246-24
LIMITATION OF LIABILITY - SERVICES (>\$100K)	FAR 52.246-25
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (>\$100K)	FAR 52.203-12
NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (>\$100K)	FAR 52.227-2
NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FAR 52.222-1
NUCLEAR HAZARDS INDEMNITY AGREEMENT (ORDERS WHICH MAY INVOLVE RISK OF PUBLIC LIABILITY AS DEFINED IN THE ATOMIC ENERGY ACT OF 1954, AS AMENDED)	DEAR 952.250-70

ARTICLEREFERENCE

ORGANIZATIONAL CONFLICTS OF INTEREST (WITH ALT. I)
(ORDERS >\$100K INVOLVING ADVISORY AND ASSISTANCE
SERVICES)

DEAR 952.209-72

PATENT INDEMNITY

FAR 52.227-3

PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT
(delete Paragraphs (b)(2) and (d)(4)) (R&D orders only)

DEAR 952.227-13

PATENT RIGHTS - RETENTION BY THE CONTRACTOR
(SHORT FORM) (SMALL BUSINESS AND NON-PROFIT)
(RESEARCH AND DEVELOPMENT ORDERS ONLY)

DEAR 952.227-11

PAYMENTS

FAR 52.232-1

PREFERENCE FOR PRIVATELY OWNED U. S. - FLAG
COMMERCIAL VESSELS (>\$100K)

FAR 52.247-64

PREFERENCE FOR U. S. - FLAG AIR CARRIERS

FAR 52.247-63

PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (>\$500K)
- MODIFICATIONS (>\$500K)

FAR 52.215-10
FAR 52.215-11

PRINTING

DEAR 970.5208-1

PRIVACY ACT NOTIFICATION
- PRIVACY ACT

FAR 52.224-1
FAR 52.224-2

PROHIBITION ON SEGREGATED FACILITIES (>\$10K)

FAR 52.222.21

REFUND OF ROYALTIES

DEAR 952.227-9

RESPONSIBILITY FOR SUPPLIES

FAR 52.246-16

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

FAR 52.225-13

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE
GOVERNMENT (>\$100K)

FAR 52.203-6

RIGHTS IN DATA - GENERAL (With Alt. V)
(Add Paragraph (d)(3) from DEAR reference)

FAR 52.227-14
DEAR 927.409

SECURITY

DEAR 952.204-2

SERVICE CONTRACT ACT OF 1965, AS AMENDED

FAR 52.222-41

SMALL BUSINESS SUBCONTRACTING PLAN (With Alt. I)
(>\$500K)

FAR 52.219-9

FORM 73495**06/03**

<u>ARTICLE</u>	<u>REFERENCE</u>
STOP-WORK ORDER	FAR 52.242-15
SUBCONTRACTOR COST OR PRICING DATA (>\$500K) - MODIFICATIONS (>\$500K)	FAR 52.215-12 FAR 52.215-13
SUBCONTRACTS FOR COMMERCIAL ITEMS	FAR 52.244-6
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (<\$100K)	FAR 52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (>\$100K)	FAR 52.249-2
TOXIC CHEMICAL RELEASE REPORTING (>\$100K) (Delete para. (e))	FAR 52.223-14
UTILIZATION OF SMALL BUSINESS CONCERNS	FAR 52.219-8
WAIVER OF FACILITIES CAPITAL COST OF MONEY	FAR 52.215-17
WARRANTY OF SERVICES (Reference subparagraph b: Notice will be made by Bettis within 90 calendar days from the date of performance of the service.)	FAR 52.246-20
WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE WARRANTY OF SUPPLIES OF A COMPLEX NATURE (Reference subparagraphs b and c of FAR 52.246-17: In subparagraph b, the warranty period is one year after delivery to Bettis and in subparagraph c, notice will be made within 90 days after delivery to Bettis. Reference subparagraphs b and c of FAR 52.246-18: In subparagraph b, the warranty period is one year after delivery to Bettis. In subparagraph (c)(3), notice will be made by Bettis within 90 calendar days after delivery. Subsequent Seller recommendation shall be made within 45 calendar days, after which Bettis shall respond within 90 calendar days. In subparagraph (c)(4), notification must be made within 90 calendar days.)	FAR 52.246-17 FAR 52.246-18
WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (>\$500K)	DEAR 970.5226-2

In addition, the following articles are included in their entirety:

ASSIGNMENT AND SET OFF

Performance of this order shall not be assigned or transferred by Seller, except as expressly authorized in writing by Bettis. This order may be assigned by Bettis to the Government or any designee of the Government, provided that written notice thereof is given to Seller. Bettis shall be entitled at all times to set off against any amount payable at any time by Bettis under this order, any amount owing at any time from Seller to Bettis whether arising under this order or other contracts or orders with Seller.

PUBLIC RELEASE OF INFORMATION

- (a) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this order, which Seller desires to publish, display, or release internally, to other contractors, to government agencies, or to the public, shall be submitted to Bettis for approval at least eight weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates, directly or indirectly, Seller's product line, manufacturing facilities, or manufacturing capabilities to performance of naval nuclear propulsion work. As part of the approval request, Seller shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier of supplier, must have the prior approval of Bettis.
- (b) Should any information described in (a) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of Bettis to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of Bettis.
- (c) Seller agrees that this requirement of prior Bettis approval of any release shall survive the purchase order and that Seller shall not for a period of twenty years subsequent to the issuance of the purchase order either directly or indirectly issue any such release without the requisite approval of Bettis, its successor or assignee.
- (d) Seller shall include all provisions of this article including this sentence in all subcontracts under this order.

CLASSIFIED INVENTIONS

(This article applies to orders which cover or are likely to cover classified subject matter.)

- (a) The Seller shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this order in any country other than the United States, an application or registration for a patent without obtaining written approval of Bettis.
- (b) When filing a patent application in the United States on any invention or discovery conceived or first actually reduced to practice in the course of or under this order, the subject matter of which is classified for reasons of security, the Seller shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark Office, the Seller shall by separate letter identify by agency and number, the order or orders which require security classification markings to be placed on the application.

CONTROL OF VISITORS

"Visitor" as used herein means any person who visits a supplier's plant, office, or facility and does not represent either the Supplier, the Prime, or the Government in the performance of the subcontract in question. This includes Foreign Nationals, whose visits may require additional controls above and beyond those necessary for visits by U. S. citizens.

Suppliers must establish procedures that, when implemented, will prevent the release of Classified and Unclassified Naval Nuclear Propulsion Information (NNPI) to Visitors. Suppliers must also notify the Primes in advance of any visit to a Seller's plant, office, or facility, and must ensure similar controls are in effect at all lower-tier suppliers of documents, components, assemblies, or major subassemblies associated with this order.

FRAUD OR FALSIFICATION

(This article applies to all Quality Level 1 or 2 rated orders; orders for zirconium, hafnium, beryllium, boron-10, plutonium-238-241, uranium enriched in the isotope of uranium-233 or 235, or any material enriched by any of the foregoing regardless of Quality Level; orders for research and development or design engineering; and orders for reactor plant application where Form 73844 is invoked.

- (a) This order and activities hereunder are within the jurisdiction of the DOE. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under this order may be punishable in accordance with applicable Federal Statutes.
- (b) The Seller agrees that all employees engaged in the performance of this order shall be, if they have not been previously, informed in writing prior to their commencing performance of work under this order that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with the performance of work under this order. The Seller further agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment under this order. An acceptable form for such written statement is substantially as follows:

"This company/division/department/branch performs work under contracts which are within the jurisdiction of departments or agencies of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment, or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

- (c) The Seller agrees to include the following statement preprinted on each manufacturing, inspection, or test record used in conjunction with this order.

"**NOTE:** The recording of false, fictitious, or fraudulent statements or entries on this document may be punished as a felony under Federal Statutes."

- (d) The Seller agrees to include this article, including this paragraph (d), in every subcontract or lower-tier order issued hereunder.

CONTRACT ACCEPTANCE

By acceptance of this order, Seller agrees that the scope of the work required is understood by Seller; that there are no informal commitments by Bettis that in any way affect the work under this order; that there are no open or unresolved issues related to this order except as explicitly stated herein; and that Seller therefore understands and agrees that this order states the complete agreement of the parties.

COST ACCOUNTING STANDARDS (CAS)

CAS requirements do not apply if the order does not exceed \$500,000 or if the Seller claims an exemption per the Proposal Representation and Certification, or if certified cost or pricing data was not provided.

SOFTWARE DATE AND VIRUS CHECK WARRANTY

The Seller warrants that each hardware, software, and firmware product manufactured, developed, or integrated by the Seller and delivered under this purchase order (if this order is for supplies) and/or maintained under this purchase order (if this order is for maintenance services) shall be able TO CORRECTLY PROCESS ALL DATE DATA, INCLUDING DATE DATA THAT CROSSES CENTURY BOUNDARIES. This is designed to eliminate any re-occurrence of situations such as that surrounding the Year 2000. This includes, but is not limited to, calculating, comparing, and sequencing the date data and leap year calculations when used in accordance with the Seller's product documentation. If the purchase order requires that specific listed products shall perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. Repair or replacement of non-compliant products shall be with products that are Year 2000 compliant. Nothing in this warranty shall be construed to limit the rights or remedies Bettis may otherwise have under this purchase order with respect to defects other than correctly processing all date data.

Software and hardware provided by the Seller under this order shall not contain computer viruses or other malicious software.

In performing this order, the Seller agrees to take precautions to avoid conveying computer viruses or other malicious software to Bettis. Specifically, all computer files, disks, memories, or other media provided by the Seller to Bettis (other than third party supplied software in its original, unopened packing materials) shall be checked by the Seller prior to delivery to Bettis to detect and remove any computer virus or other known malicious software. The virus check that is performed by the Seller shall include checks with current, up-to-date anti-virus software and any virus problems that are found during the check (or later found by Bettis) shall be fixed by the Seller. A statement verifying that the check has been made shall be included by the Seller with the deliverable when it is delivered to Bettis.